

APPENDIX B

**REMEDIAL DESIGN AND REMEDIAL ACTION
STATEMENT OF WORK
FOR THE
HASTINGS GROUND WATER CONTAMINATION SITE
FAR-MAR-CO SUBSITE, OPERABLE UNIT 6**

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I. INTRODUCTION

A. Purpose

The purpose of this Statement of Work (SOW) is to describe the implementation of the Remedial Action set forth in the Record of Decision (ROD), which was signed by the EPA Region VII Superfund Division Director on September 7, 2007, for the Hastings Ground Water Contamination Site (Site), FAR-MAR-CO Subsite (Subsite), Operable Unit 6 (OU 6). Settling Defendants shall follow the ROD, the Consent Decree (CD), this SOW, the approved Remedial Design Work Plan, the approved Remedial Action Work Plan, and EPA Superfund Remedial Design and Remedial Action Guidance and any additional guidance, including reference documents listed in Section IX herein, in submitting deliverables for designing and implementing the Remedial Action at OU 6. This SOW has been incorporated into and made a part of the CD entered into by Settling Defendants and the United States for the Remedial Design/Remedial Action (RD/RA) for OU 6.

B. Site Background

The Subsite is located east of the city limits of Hastings, Adams County, Nebraska, on U.S. Highway 6 (Appendix C to the CD). The Subsite is bounded by the Burlington Northern Santa Fe (BNSF) Railway on the north and northwest and U.S. Highway 6 on the south. Showboat Road is to the east of the Subsite and commercial properties are to the west. It occupies approximately 70 acres.

The Subsite has been divided into two major operable units: (1) OU 3 addresses the soil at the Subsite; and (2) OU 6 addresses the ground water associated with the Subsite. The Remedial Action to address the contaminated ground water is the subject of the CD and this SOW and is expected to be the final response action selected for the Subsite.

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C. The Carbon Tetrachloride and Ethylene Dibromide Plumes

Ground water monitoring samples collected downgradient of the Subsite were characterized by carbon tetrachloride (CT) and ethylene dibromide (EDB) contamination, which originated from accidental releases of liquid phase grain fumigant at the Subsite. CT and EDB, the contaminants of concern (COCs), were components of Max-Kill 10, a liquid grain fumigant that was used by Morrison-Quirk. These liquids migrated downward through the unsaturated zone with some portion adhering to soils above the water table. Contaminants have also migrated to the saturated zone where they were dissolved in ground water and then traveled in a generally eastward direction with ground water.

Operation of a soil vapor extraction (SVE) system at the Subsite in 1990 and from 1997 to 2003, as well as ground water pumping over the past eight years at Well D, have removed substantial amounts of both CT and EDB in the source area. Sampling data from ground water wells downgradient of the source area indicate that concentrations have been decreasing.

EDB and CT are also being removed by seasonal irrigation wells such as I-49 and I-51 which intercept the plume. The sampling data from the irrigation wells appear to indicate that the plume of CT and EDB is shrinking in size and, as stated above, the overall concentrations of EDB and CT are decreasing. These wells also indicate that the current extent of CT and EDB above their respective MCLs appears smaller than the extent depicted by EPA for the year 1992. These data must be viewed in light of the fact that irrigation wells pump at a high rate, allowing volatilization to occur, and if there were monitoring wells in the same general area, the concentrations of the COCs in the ground water measured from those monitoring wells might appear higher.

In the source area, well MW-08 exhibits the highest levels of both EDB and CT on or near the Subsite. In 2004, concentrations of EDB ranged from 86 to 302 micrograms per liter ($\mu\text{g/L}$).

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Concentrations of CT during the same period varied from 180 to 217 $\mu\text{g/L}$. Data provided in the five-year monitoring report established that these concentrations have varied on an annual cycle, peaking during the third quarter of each year when the water table is drawn down by irrigation pumping. Over the course of each year, as the water table rises and falls in response to seasonal ground water variations, this contaminated zone of water moves into and out of the well's screened interval, causing the observed variation in contaminant concentrations.

In late 2005 through mid 2007, concentrations of EDB in well MW-08 declined by several orders of magnitude independent of the seasonal cycle described above. For the past four sampling rounds, the concentration of EDB in well MW-08 has not exceeded 2.3 $\mu\text{g/L}$. This is about two orders of magnitude lower than the maximum concentrations measured in 2004. Concentrations of EDB at Well D have also decreased to historic lows, not exceeding 0.1 $\mu\text{g/L}$ in the past six sampling rounds. This change in the EDB concentration reflects a depletion of EDB released from the source area west of well MW-08. In effect, the data indicate that releases of EDB from the source area have been reduced by 99 percent or more. However, CT is still present at concentrations well above the MCL in MW-08 and elsewhere in the plume.

II. DESCRIPTION OF THE REMEDIAL ACTION AND PERFORMANCE STANDARDS

Settling Defendants shall design and implement the Remedial Action (RA) to meet the Performance Standards and specifications set forth in the ROD and this SOW. Performance Standards shall include cleanup standards, standards of control, quality criteria and other substantive requirements, criteria or limitations set forth in the ROD, and all Applicable or Relevant and Appropriate Requirements (ARARs) for OU 6.

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The following description of the RA is divided into four components, labeled A through D. Each component consists of two subsections: description of component and list of Performance Standards.

A. Ground Water Extraction

1. Description

Subject to the provisions of Paragraph 14 and Section XVIII of the Consent Decree, Settling Defendants shall ensure continued operation of ground water extraction wells, including Well D, Whelan Energy Center (WEC) Wells A, B, and C, and Chief Ethanol Wells IN-05 and IN-11, in order to contain the contaminated OU 6 ground water plume.¹ Ground water extraction will also be performed in order to ensure that the plume attenuates and contamination levels are reduced to the levels where Performance Standards are achieved in a timely manner. Verification sampling of selected wells will be conducted. Settling Defendants shall utilize the concentration data to develop estimates of timeframes to achieve Performance Standards.

Settling Defendants shall continue operating Well D, Operation of Wells IN-05 and IN-11 (presently operated by Chief Ethanol), and Wells A, B, and C (presently operated by WEC) will be monitored by Settling Defendants for consistency with this CD.

These wells, depicted in Appendix C to the CD, provide hydraulic containment of OU 6 to contain the migration of CT and EDB exceeding MCLs. The cessation of operation or impairment of any of these wells will require a modification to this SOW, consistent with Paragraph 14 of the CD.

1. EPA expressly acknowledges that Chief Ethanol operates Wells IN-05 and IN-11 and the WEC operates Wells A, B, and C. Therefore, EPA expressly acknowledges that Settling Defendants, while utilizing their best efforts to ensure the continued operation of these wells, are limited to such by the terms of their agreements with Chief Ethanol Plant and the WEC.

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.***2. Performance Standards****a) ARARs**

- Federal Safe Drinking Water Act (SDWA) Maximum Contaminant Levels (MCLs), 40 CFR § § 141.50 and 141.61
- Nebraska Water Quality Standards for drinking water supplies, Title 118 of NDEQ Regulations
- Resource Conservation and Recovery Act (RCRA) Groundwater Monitoring, RCRA 40 CFR § 264 Subpart F
- Title 178 and Title 456 of NDEQ Regulations governing monitoring well installation, well drilling, pump installation and well abandonment

b) Cleanup Concentrations

- OU 6 Aquifer: Achieve MCLs for COCs. Cleanup achievement will occur on that date when the data indicate MCLs have been achieved and consistently maintained in OU 6 for one year. Methodology will be consistent with the schedule set forth in Attachment 1 to this SOW.

The COCs and their cleanup concentrations are listed below in parts per billion.

COC	MCL
Carbon Tetrachloride (CT)	5 ug/L
Ethylene Dibromide (EDB)	0.05 ug/L

c) Demonstration of Hydraulic Control

- OU 6 Aquifer: Through presentation of water level measurements and analytical data derived from ground water sampling, show that the OU 6 plume is being controlled by the pumping of those wells providing containment.

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B. Use As Non-Contact Cooling Water

1. Description

Subject to the provisions of Paragraph 14 and Section XVIII of the Consent Decree, Settling Defendants shall ensure, by periodic monitoring as specified in Attachment 1 to this SOW, that water produced by Wells IN-05, IN-11, A, B, C, and D continues to be used as non-contact cooling water and run through the cooling tower or otherwise treated in such a way as to remove volatile organic compounds (VOCs), including CT and EDB, at the Whelan Energy Center (WEC)². This arrangement allows for contaminated ground water to be used in a productive manner without being a threat, then to be effectively treated by processing through the cooling tower or in such a way as to effectively remove VOCs.

2. Performance Standards

- a) ARARs
 - Federal Clean Air Act, 33 U.S.C. § 1251 et seq.
 - Nebraska Air Pollution Control Regulations, Title 129
- b) Cleanup Levels
 - Emissions limited to no more than 2.5 tons/year of COCs

C. Enhanced In Situ Bioremediation

1. Description

Settling Defendants shall develop a protocol by which to administer enhanced in situ

² EPA expressly acknowledges that Settling Defendants' use of water produced by Well IN-05, IN-11, A, B, C, and D as non-contact cooling water at the Chief Ethanol Plant and run through the cooling tower at the WEC, is subject to the terms of agreement for such use with the Chief Ethanol Plant and the WEC.

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bioremediation at the Subsite. As part of the protocol development, Settling Defendants shall plan and implement a treatability study in order to develop procedures by which the formulation, frequency, amount, viscosity, method and duration of nutrient-rich solution is to be injected upgradient of and in the vadose zone stratigraphically above the source, for the purpose of altering the ground water geochemical environment to enhance reductive dehalogenation of CT and EDB. The Settling Defendants shall also propose, through the treatability study, a methodology by which to perform verification sampling to measure the degradation of CT and EDB. Due to the depth to groundwater, and the inability of laboratory tests to precisely duplicate subsurface geochemical conditions, the treatability study shall consist of calculations and planning, based upon existing case studies and best-practice. After the treatability study has been performed, and the results confirmed and approved by EPA, Settling Defendants shall implement the plan developed in the treatability study, through inclusion of its findings in the RD. These plans will be implemented at field-scale, and adjustments may be made during operation of the system if any shortcomings are noted. Settling Defendants shall perform verification sampling at locations to be determined in conjunction with EPA, in consultation with the State. The plan by which verification sampling shall be conducted will ensure that samples will be collected from a geographically adequate distribution of locations. Settling Defendants shall conduct verification sampling in such a way as to ensure evaluation of adequate remedy performance, by measuring breakdown products associated with reductive dehalogenization of EDB and CT.

2. Performance Standards

a) 1. ARARs

- Federal Safe Drinking Water Act (SDWA) Maximum Contaminant Levels (MCLs), 40 CFR §§ 141.50 and 141.61
- Nebraska Water Quality Standards for drinking water supplies, Title 118

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- Resource Conservation and Recovery Act (RCRA)
Groundwater Monitoring, RCRA 40 CFR § 264 Subpart F
- 2. Other
- If injection is performed by gravity feed, check well depth once per year; decreases in depth will indicate fouling of well, which will mean cleanout procedures are required

If injection is performed under pressure, pressure should be checked during each injection; increases in pressure will indicate fouling of well, which will mean cleanout procedures are required
- b) Cleanup Levels
- OU 6 Aquifer: Achieve MCLs for COCs. MCLs must have been achieved and maintained consistently in OU 6 for one year.

D. Monitoring

1. Description

Settling Defendants shall conduct ground water monitoring in conformity with the schedule set forth in Attachment 1 to this SOW. This monitoring shall be undertaken to evaluate containment and attenuation of the OU 6 contaminant plume and the effectiveness of the enhanced in situ bioremediation. Settling Defendants shall perform ground water sampling involving direct push probes installed at several locations along Technical Boulevard or Pawnee Avenue. One pair (shallow and deep) will be installed south of the Whelan Energy Center (WEC), generally within the rectangular shaded area labeled "Target Areas for Monitoring Well Installation – Exact Locations TBD" in Figure 1 of Attachment 2 to this SOW. The second pair of monitoring wells (intermediate and deep) will be installed east of the WEC generally within the square shaded area labeled "Target Areas for Monitoring Well Installation – Exact Locations TBD" in Figure 1 of Attachment 2. Settling Defendants shall consult with EPA to develop a protocol for conducting this Work. In addition, Settling Defendants shall perform direct push sampling in the immediate

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vicinity of each well pair in order to determine the best depths at which the monitoring wells will be screened. Settling Defendants shall employ water level measurements to develop water level contour maps. In addition, with EPA's approval, redundant wells, such as those in closely-spaced irrigation well/monitoring well pairs may be eliminated from the monitoring program following evaluation of monitoring data (Attachment 1). Reduced sampling frequency may also be appropriate for wells with long-term records of stable COC concentrations, or those that provide redundant data. The RD Work Plan shall include provisions for periodic evaluation and updating of the monitoring network as per these criteria.

2. Performance Standards**ARARs**

- Federal Safe Drinking Water Act (SDWA) Maximum Contaminant Levels (MCLs), 40 CFR § § 141.50 and 141.61
- Nebraska Water Quality Standards for drinking water supplies, Title 118 of NDEQ Regulations
- Resource Conservation and Recovery Act (RCRA) Groundwater Monitoring, RCRA 40 CFR § 264 Subpart F
- Title 178 and Title 456 of NDEQ Regulations governing monitoring well installation, well drilling, pump installation and well abandonment

III. SCOPE OF REMEDIAL DESIGN AND REMEDIAL ACTION

The main components of the RD/RA program are preparation of the 1) RD Work Plan, 2) RA Work Plan, and 3) RD and RA submittals; implementation of the RA, and preparation of the final reports at the Completion of the RA, as required by Paragraph 51 of the CD and Completion of the Work as required by Paragraph 52 of the CD.

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Within (60) days from EPA's authorization to proceed, consistent with Paragraph 11 of the CD, Settling Defendants shall submit to EPA the draft Treatability Study Work Plan. The Treatability Study Work Plan will document how the Enhanced In Situ Bioremediation described in Section II. herein shall be accomplished. The RD will incorporate the findings of the Treatability Study Report. The Treatability Study shall also include a Quality Assurance Project Plan (QAPP) described in Section VII of this SOW.

Within (60) days from EPA's authorization to proceed, consistent with Paragraph 11 of the CD, Settling Defendants shall submit to EPA the draft RD Work Plan. The RD Work Plan shall include a QAPP, described in Section VII of this SOW. The RD Work Plan shall also identify: a) the timing of sample collection (schedule), with the premise that sampling frequency will be consistent with that set forth in Attachment 1 to this SOW; b) location and depth of additional monitoring wells; c) construction quality control plan for additional monitoring wells; and d) all chemical constituent analytical parameters, including the COCs. To meet the requirements of the RD/RA, the Settling Defendants shall develop a RD Work Plan, which also includes Preliminary and Final Design information and the following:

- Ground water modeling or other suitable methods to support Remedial Design activities for locating ground water monitoring locations;
- QAPP, Health And Safety (H & S) Plan, Field Sampling Plan;
- Operation and Maintenance Plan;
- Construction Quality Assurance Plan;
- Contingency Plan; and
- Requirements for project closeout.

The RD Work Plan shall document the responsibility and authority of all organizations and key personnel involved with the RD/RA and shall include a description of qualifications of key

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personnel directing the RD/RA, including contractor personnel. Settling Defendants shall include all plans, tasks, and schedules identified in this Paragraph of the SOW and in Paragraph 11 of the CD in the RD Work Plan. Also, Settling Defendants shall identify all Performance Standards and ARARs in the RD Work Plan.

Settling Defendants shall develop all plans and specifications in accordance with EPA Superfund Remedial Design and Remedial Action guidance (OSWER Directive No. 9355.0-4A) and shall demonstrate that the Remedial Action meets all objectives of the ROD, the CD and this SOW, including all ARARs and Performance Standards.

The approval process set forth in Section XI of the CD will be followed. Upon approval by EPA, the Settling Defendants shall implement the RD Work Plan according to the schedule set forth therein. Settling Defendants shall perform the Treatability Study within 120 days of EPA's approval of the Treatability Study Work Plan.

The Settling Defendants shall submit the Preliminary Design to EPA for review when the design effort is approximately 30% complete. The Preliminary Design shall be submitted within one hundred and twenty (120) days of EPA approval of the RD Work Plan, and include, at a minimum, the following:

- Preliminary plans, drawings, and sketches, including design calculations;
- Design assumptions and parameters, including design restrictions, and process performance criteria;
- Results of treatability studies;
- Results of additional field sampling and pre-design Work;
- Project delivery strategy;

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- Proposed performance standards verification methods, including compliance with ARARs;
- Outline of required specifications.
- Proposed locations of construction activity;
- Expected monitoring and operation requirements;
- Access and permit requirements; and
- Preliminary construction schedule, including contracting strategy.

The Pre-Final/Final Design shall be submitted within ninety (90) days of receipt of EPA comments on the Preliminary Design, and include those elements listed for the Preliminary Design, as well as the following:

- Final Plans and Specifications;
- O & M Plan;
- Construction Quality Assurance Project Plan (CQAPP);
- Field Sampling Plan (directed at measuring progress towards meeting Performance Standards); and
- Contingency Plan.

The final specifications shall include reproducible drawings and specifications suitable for bid advertisement.

Within 45 days after the approval of the final design submittal, the Settling Defendants shall submit to EPA the RA Work Plan for the performance of the Remedial Action at the Subsite. The RA Work Plan shall include a schedule for completion of the RA, a schedule for developing and submitting other required RA plans, a ground water monitoring plan, methods for satisfying permitting requirements, methodology for implementation of the O&M Plan, tentative

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formulation of the RA team, construction quality control plan, and procedures and plans for the decontamination of equipment and the disposal of contaminated materials. The RA Work Plan shall also include the methodology for implementation of the Construction Quality Assurance Plan and a schedule for implementation of all RA tasks identified in the final design submittal and shall identify the initial formulation of the Settling Defendants' RA Project Team (including, but not limited to, the Supervising Contractor). To meet the requirements of the RD/RA, the Settling Defendants shall develop a RA Work Plan, which also includes an H & S Plan Addendum.

After approval of the RA Work Plan, the Settling Defendants shall conduct the following:

1. Preconstruction Inspection and Meeting

Settling Defendants shall conduct a preconstruction inspection and meeting to:

- Review methods for documenting and reporting inspection data;
- Review methods for distributing and storing documents and reports;
- Review Work area security and safety protocol;
- Discuss any appropriate modifications to ensure that site-specific considerations are addressed; and,
- Conduct a site walk-around to verify that the plans and specifications are understood and to review material and equipment storage locations.

Settling Defendants shall document the preconstruction inspection and meeting and shall transmit minutes to all parties.

2. Pre-final Inspection of Construction

Upon completion of construction activities, Settling Defendants shall notify EPA for the purpose of conducting a pre-final inspection of construction (Pre-final Inspection). The pre-final inspection shall consist of a walk-through inspection of well installation. The purpose of the

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inspection is to determine whether the well installation and construction is complete and consistent with the approved plans. Any outstanding construction items discovered during the inspection shall be identified and noted. Settling Defendants shall submit to EPA a pre-final inspection report, within 15 days after the inspection, which documents the outstanding construction items, actions required to resolve items, completion date for these items, and a proposed date for final inspection.

Upon completion of any outstanding construction items, Settling Defendants shall notify the EPA for the purposes of conducting a final inspection. The final inspection shall consist of a walk-through inspection of all monitoring well construction components. The pre-final inspection report will be used as a checklist with the final inspection

focusing on the outstanding construction items identified in the pre-final inspection. Confirmation shall be made that outstanding items have been resolved.

3. Final Inspection

Within 30 days of receipt of laboratory analytical testing data for the second ground water sampling event, Settling Defendants shall prepare a RD/RA Construction Completion Report that includes the following information:

- Description of field activities for installation of the ground water monitoring network including boring logs and monitoring well diagrams;
- Summary and discussion of ground water sampling and testing results;
- Ground water elevation maps; and
- Recommendations on performance issues associated with the Enhanced In Situ Bioremediation and Ground Water Extraction systems.

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IV. OPERATION AND MAINTENANCE

Settling Defendants shall prepare an Operation and Maintenance (O&M) Plan to cover both implementation and maintenance of the Remedial Action. An O&M Plan shall be submitted to EPA for review and approval with the first submittal of the RD Work Plan. Settling Defendants shall submit the final O&M Plan to EPA 90 days after approval by EPA of the RD Work Plan. The plan shall be composed of the following elements:

A. Description of normal operation and maintenance

- Description of tasks for operation;
- Description of tasks for maintenance;
- Description of prescribed treatment or operation conditions; and
- Schedule showing frequency of each O&M task.

B. Description of potential operating problems

- Description and analysis of potential operation problems;
- Sources of information regarding problems; and
- Common and/or anticipated remedies.

C. Description of routine monitoring and laboratory testing

- Description of monitoring tasks;
- Description of required data collection, laboratory tests and their interpretation;
- Required quality assurance and quality control;
- Schedule of monitoring frequency and procedures for a petition to EPA to reduce the frequency of or discontinue monitoring; and

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- Description of verification sampling procedures.

D. Health and Safety (H & S) Plan

- Description of precautions, of necessary equipment, etc., for site personnel; and
- Safety tasks required in event of systems failure.

E. Description of equipment

- Equipment identification; and
- Replacement schedule for equipment and installed components.

F. Records and reporting mechanisms

- Operating logs;
- Laboratory records;
- Mechanism for reporting emergencies; and
- Personnel and maintenance records.

V. MODIFICATION OF SOW AND RELATED WORK PLANS

Description

If EPA determines that further response actions are necessary to achieve Performance Standards, pursuant to Paragraph 18 of the CD, within 60 days of such notice, Settling Defendants shall modify the RD Work Plan, consistent with Paragraph 14 of the CD, to include the submittal of a Work Plan for the design and implementation of further response actions. Upon approval by EPA, the modified RD/RA Work Plan shall become incorporated into the SOW. Upon receipt of EPA's approval of the plan, Settling Defendants shall implement the revised RD Work Plan.

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If further response actions include the installation and operation of additional monitoring wells, Settling Defendants shall design a monitoring well system that includes a sufficient number of monitoring wells screened at various locations and depths within and beyond OU 6 to achieve the following monitoring objectives:

- a) Ensure the public is protected from exposure to the COCs in OU 6 above health-based levels; and
- b) Monitor the attenuation rate of the OU 6 plume.

This provision does not preclude EPA from requiring that a different modification to the SOW or related Work Plans be undertaken by Settling Defendants, consistent with Paragraph 14 of the CD.

Performance Standards

- a) ARARs -
 - to be identified in Modified RD/RA Plan
- b) Cleanup Levels
 - OU 6 Aquifer: Achieve and consistently maintain MCLs for COCs for one year

A. Modified RD/RA Work Plan

Settling Defendants shall prepare for review and approval by EPA a Modified RD/RA Work Plan which shall be subject to approval as described in Section XI. of the CD. The

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Modified RD/RA Work Plan will include, but not be limited to, the elements set forth in Paragraphs 11 and 12 of the CD.

B. Modified RD

If the modification to the Work that EPA identifies includes installation of wells, Settling Defendants shall submit the Modified RD within 90 days of approval of EPA's Modified RD/RA Work Plan. The Modified RD shall be subject to approval, consistent with Section XI. of the CD. The Modified RD shall include reproducible drawings and specifications suitable for bid advertisement. In addition, the following plans, which are further described in Section VII. of this SOW, shall be included:

- Performance Standard Verification Plan;
- Construction QAPP, as appropriate;
- QAPP, H & S Plan, Contingency Plan;
- Operation and Maintenance Plan;
- Capital and Operation and Maintenance Cost Estimate which shall refine the OU 6 Feasibility Study cost estimate to reflect the detail presented in the Modified RD; and
- Project Schedule for the construction and implementation of the RA, as required by this modification, which identifies timing for initiation and completion of all critical path tasks and includes specific dates for completion of the project and major milestones.

C. Modified RA

Upon approval of the Modified RD, Settling Defendants shall implement the Modified RA as specified in the Modified RD and the Modified RD/RA Work Plan.

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VI. INSPECTIONS, CERTIFICATIONS AND FINAL REPORTS

A. Completion of the Remedial Action

Settling Defendants shall schedule a pre-certification inspection and submit a report, consistent with Paragraph 51 of the CD, which includes a certification of completion of the Remedial Action by a responsible corporate official.

B. Completion of the Work

Settling Defendants shall schedule a pre-certification inspection and submit a report, consistent with Paragraph 52 of the CD, which includes a certification of completion of the Work (including O & M) by a responsible corporate official.

VII. CONTENT OF SUPPORTING PLANS

The documents listed in this section -- the QAPP, the H & S Plan, and the Contingency Plan -- are documents which Settling Defendant shall prepare and submit to EPA in accordance with Sections III. and V. of this SOW. The following section describes the required contents of each of these supporting plans.

A. Quality Assurance Project Plan

Settling Defendants shall develop a site-specific QAPP, covering sampling procedures and data handling for samples collected pursuant to the Consent Decree, this SOW and guidance provided by EPA. Settling Defendants shall make the QAPP consistent with the data requirements of the project as specified by this SOW and with Section VIII. of the CD. At a minimum, the QAPP shall include the following elements.

1. Project Description

- Facility Location History

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- Past Data Collection Activity
 - Project Scope
 - Sample Network Design
 - Parameters to be Tested and Frequency
 - Project Schedule
2. Project Organization and Responsibility
3. Quality Assurance Objective for Measurement Data
- Level of Quality Control Effort
 - Accuracy, Precision and Sensitivity of Analysis
 - Completeness, Representativeness and Comparability
4. Sampling Procedures
5. Sample Custody
- Field Specific Custody Procedures
 - Laboratory Chain of Custody Procedures
6. Calibration Procedures and Frequency
- Field Instruments/Equipment Laboratory Instruments
7. Analytical Procedures
- Non-CLP or CLP Analytical Methods
 - Field Screening and Analytical Protocol
 - Laboratory Procedures

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8. Internal Quality Control Checks

- Field Measurements
- Laboratory Analysis

9. Data Reduction, Validation, and Reporting

- Data Reduction
- Data Validation
- Data Reporting

10. Performance and System Audits

- Internal Audits of Field Activity
- Internal Laboratory Audit
- External Field Audit
- External Laboratory Audit

11. Preventive Maintenance

- Routine Preventative Maintenance Procedures and Schedules
- Field Instruments/Equipment
- Laboratory Instruments

12. Specific Routine Procedures to Assess Data Precision, Accuracy, and Completeness

- Field Measurement Data
- Laboratory Data

13. Corrective Action

- Sample Collection/Field Measurement
- Laboratory Analysis

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B. Health and Safety Plan

Settling Defendants shall develop a H & S Plan which is designed to protect on-site personnel and area residents from physical, chemical and all other hazards posed by this Remedial Action. The safety plan shall develop the health-based levels and criteria necessary to address the following areas:

- Levels of protection;
- Safe work practices and safe guards;
- Personal and environmental air monitoring;
- Personal protective equipment;
- Decontamination - personal and equipment;
- Site work zones; and,
- Contingency and emergency planning.

The H & S Plan will follow EPA guidance and all OSHA requirements as outlined in 29 CFR §§1910.120 as well as the NCP requirements at 40 C.F.R. §300.150.

C. Contingency Plan

Settling Defendants shall submit a Contingency Plan describing procedures to be used in the event of an accident or emergency at the site. The Contingency Plan shall be submitted with the RD Work Plan. The Contingency Plan shall include, at a minimum, the following:

- Name of the person or entity responsible for responding in the event of an emergency incident;
- Plan and date(s) for meeting(s) with the appropriate local community, State and Federal agencies interested in the Remedial Action; i.e., local emergency squads and hospitals;
- First aid medical information; and,

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- Spill Prevention, Control, and Countermeasures (SPCC) Plan as specified in 40 CFR Part 109 describing measures to prevent and contingency plans for potential spills and discharges from materials handling and transportation.

VIII. SUMMARY OF MAJOR DELIVERABLES/SCHEDULE

A summary of the key reporting requirements for which Settling Defendants shall be responsible is presented below:

SUBMISSION	DUE DATE
Establish Performance Guarantee	Within 30 days of entry of the CD
Treatability Study Work Plan	Within 60 days of EPA's notice to proceed
RD Work Plan	Within 60 days of EPA's notice to proceed
Final O & M Plan	Within 90 days after approval of the RD Work Plan
Preliminary Design	Within 120 days of EPA approval of the RD Work Plan
Treatability Study	Within 120 days of EPA approval of the Treatability Study Work Plan
Pre-Final/Final Design	Within 90 days after EPA comments on the Preliminary Design
RA Work Plan	Within 45 days after EPA approval of the Final Design Submittal
Preconstruction Inspection Meeting	After EPA approval of the RA Work Plan
Construction start	Consistent with schedule set forth in approved RA Work Plan
Pre-Final Inspection of Construction	Upon completion of construction activities
Final Inspection	Upon completion of any outstanding construction items
Monitoring Reports	Four times a year beginning on the 10 th day of third month after ground water sampling is initiated and continuing until otherwise notified by EPA.
Progress Reports	Monthly beginning on 10 th day of month immediately after entry of the CD for 12 months, then annually until EPA determines a different frequency
Modified RD/RA Work Plan	Within 60 days of EPA notification to do additional Work

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.*

Modified RD	Within 90 days of EPA approval of the Modified RD/RA Work Plan
Modified RA	Upon EPA approval of the Modified RD
Completion of the Modified RA	Within 180 days after the approval of the Modified RD/RA Work Plan
Pre-Certification of RA Inspection	Within 90 days after Settling Defendants conclude RA has been completed
Report Requesting Certification of Completion of RA	Within 30 days after inspection by EPA
RD/RA Construction Completion Report	Within 30 days of receipt of laboratory data for the second ground water sampling event

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.*

IX. REFERENCE DOCUMENTS

The National Contingency Plan, 40 C.F.R. Part 300

"Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," US EPA, Office of Emergency and Remedial Response, October, 1988, OSWER Directive No. 9355.3-01.

"A Compendium of Superfund Field Operations Methods," Two Volumes, USEPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August, 1987, OSWER Directive No. 9355.0-14.

"EPA NEIC Policies and Procedures Manual," May, 1978, revised November, 1984, EPA-330/9-78-001-R.

"Data Quality Objectives for Remedial Response Activities," US EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March, 1987, OSWER Directive No. 9335.O-7B.

"EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," US EPA, Quality Assurance Division, Washington, DC, EPA QA/R-5, October 1998.

"Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," US EPA, Office of Emergency and Remedial Response, QAMS-005/80, December, 1980.

"Users Guide to the EPA Contract Laboratory Program," US EPA, Sample Management Office, August, 1982.

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.*

"CERCLA Compliance with Other Laws Manual," Two Volumes, US EPA, Office of Emergency and Remedial Response, August, 1988, (draft), OSWER Directive No. 9234.1-01 and -02.

"Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," US EPA, Office of Emergency and Remedial Response, (draft), OSWER Directive No. 9283.1-2.

"Superfund Exposure Assessment Manual," US EPA, Office of Emergency and Remedial Response, September 22, 1987, OSWER Directive No. 9285.5-1.

"Health and Safety Requirements of Employees Employed in Field Activities," US EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.

OSHA Regulations in 29 CFR 1910.120 (Federal Register 45654, December 19, 1986).

"Advancing the Use of Treatment Technologies for Superfund Remedies," (OSW 9355.0-26).

"Closure of Hazardous Waste Surface Impoundments," (OSW: 9476.00-02).

"Contract Laboratory Program (CLP) Users Guide," EPA, 1988.

"Design and Development of a Hazardous Waste Reactivity Testing Protocol," (OSW: 600/2-84-057).

"Guidance Manual on Hazardous Waste Land Treatment Closure/Post-Closure," 40 CFR Part 265 (NTS: PB87-183 195).

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.*

"Methods for Evaluating the Attainment of Cleanup Standards," Volume II, (Pepe Lecayo, PM-223).

"RCRA Guidance Manual for Subpart G Closure and Post-Closure Care Standards and Subpart H Cost Estimating Requirements," (OSW: 530/SW-87-010).

"RCRA Policy Compendium of Subparts G and H," (OSW: 9476.00-07).

"Statistical Analysis of Ground Water Monitoring data at RCRA Facilities," Interim Final Guidance, (OSW: 530-SW-89-026).

"Technical Guidance for Corrective Measures: Determining Appropriate Technology and Response for Air Releases," Draft Final Report, (OSW: 53/SW-88-021).

"Test Methods for Evaluating Solid Waste: Physical/Chemical Methods," Third Edition, (OSW: SW-846).

"Toxicity Characteristic," Final Rule, (EPA/OSW-FR-89-026).

"EPA Superfund Remedial Design and Remedial Action Guidance" (OSWER Directive 9355.O-4A)

Guidance on Expediting Remedial Design and Remedial Action, (EPA/540/G-90/006).

Final Standard Quality Assurance Project Plan Content Document Prepared by Camp, Dresser and McKee Inc. for Region V, June 1989.

Statement of Work to Consent Decree, *U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.*

Guidelines Establishing Test Procedures for the Analysis of Pollutants under the Clean Water Act, Fed. Reg. 40 CFR Part 136, October 1984.

Evaluation of Ground-Water Extraction Remedies: Phase II, Vol. I and II. EPA Publ. 9355.4-05.

Guidance for Planning for Data Collection in Support of Environmental Decision Making Using the Data Quality Objectives Process, EPA QA/G-4, Interim Final 1993.

ATTACHMENT 1 to Statement of Work

ATTACHMENT I TO SOW FOR FAR-MAR-CO CONSENT DECREE

Well ID	Proposed Frequency	EDB	Comment
CD-06	Quarterly	X	
CI-15	Semi-Annually	X	
D-07	Semi-Annually		
I-46	Semi-Annually	X	may be removed from program after inclusion of adjacent dedicated monitoring well (CMW-1B cluster)
I-49	Semi-Annually	X	
I-50	Semi-Annually	X	may be removed from program after inclusion of adjacent dedicated monitoring well (CO Ave Phase IV well)
I-51	Semi-Annually	X	
I-58	Semi-Annually	X	may be removed from program after inclusion of adjacent dedicated monitoring well (CO Ave Phase IV well)
IN-04	Semi-Annually	X	
IN-05	Semi-Annually	X	
IN-11	Semi-Annually	X	
MQ-04	Quarterly	X	
MQ-05	Quarterly	X	
MQ-06	Quarterly	X	
MQ-08	Quarterly	X	
MQ-09	Quarterly	X	
MW-08	Quarterly	X	
MW-14	Quarterly	X	
MW-16	Quarterly	X	
MW-25	Quarterly	X	
MW-28R	Quarterly	X	
NP-001R	Quarterly	X	
PZ-80D	Quarterly	X	
PZ-80S	Quarterly	X	
Well A	Quarterly	X	
Well B	Quarterly	X	
Well C	Quarterly	X	
Well D	Quarterly	X	
CMW1B	Quarterly	X	NAD well; Requires USACE cooperation screen 110.5 - 129.5 ft bgs
CMW1BB	Quarterly	X	NAD well; Requires USACE cooperation screen 188-155 ft bgs
CMW1C	Quarterly	X	NAD well; Requires USACE cooperation screen 235-245 ft bgs
CMW4B	Quarterly	X	NAD well; Requires USACE cooperation screen 122 - 157 ft bgs
CMW5B	Quarterly	X	NAD well; Requires USACE cooperation screen 113.5 - 132.5 ft bgs
CO Ave Phase IV Well - TBD	TBD	TBD	Inclusion Depends Upon Results During Installation
New Well - East of WEC	Quarterly	X	Intermediate
New Well - East of WEC	Quarterly	X	Deep
New Well - South of WEC	Quarterly	X	Shallow
New Well - South of WEC	Quarterly	X	Deep

* All wells to be analyzed for CT; wells to analyzed for EDB are indicated in column 3

**As per AFCEE's Long-Term Monitoring Optimization Guide, reduced sampling frequency may be appropriate for wells with long-term records of stable COC concentrations, or those that provide redundant data.

ATTACHMENT 2 to Statement of Work



S.S. PAPADOPULOS & ASSOCIATES, INC.
ENVIRONMENTAL & WATER-RESOURCE CONSULTANTS

March 27, 2008

Mr. Bill Gresham
USEPA Region VII
901 North Fifth Street
Mail Code: SUPRIANE
Kansas City, KS 66101

Subject: FAR-MAR-CO Subsite - Proposed Monitoring Plan for Final Remedy

Mr. Gresham:

As per our discussion last month in Kansas City in, S.S. Papadopoulos & Associates is presenting to USEPA Region VII a proposed Monitoring Plan for the FAR-MAR-CO subsite final remedy. This proposal is intended to replace the draft monitoring schedule proposed by USEPA in the Statement of Work for the draft Consent Decree of September 27, 2007. It is also intended to satisfy both the monitoring requirements as outlined in the preferred alternative in the Record of Decision (of September 2007), and the requirement for an Expanded Monitoring Program as outlined in the same document.

Elements of the proposed monitoring plan are as follows:

Quarterly and Semi-Annual Monitoring for VOCs

The contaminants of concern (COCs) at the FAR-MAR-CO subsite are carbon tetrachloride (CT) and ethylene dibromide (EDB). Groundwater samples and water level measurements will be obtained from the wells listed on Table 1 and shown on Figure 1, on the schedule indicated. As has been done for the interim remedy, analyses will be completed by EPA methods 8260 and 504 or another appropriate method. These will be detailed in the Work Plan for the final remedy. This monitoring network is intended to evaluate control on plume migration afforded by Well D and the other extraction wells that form the final remedy. Wells constituting the monitoring network for the enhanced bioremediation portion of the remedy are addressed below. Some of these locations, as well as additional wells (Figure 1) are also jointly sampled as part of the North Landfill monitoring network.

Expanded Monitoring Program

The monitoring wells cited on Table 1 include 5 locations forming part of the Naval Ammunition Depot's groundwater monitoring network. Screen information on these wells is provided in Table 1. These wells are being included in the monitoring program at EPA's request that additional horizontal and vertical control be provided. To date, there are no data from these



Mr. Bill Gresham, USEPA Region VII
March 27, 2008
Page 2

wells to suggest that CT or EDB from the FAR-MAR-CO subsite has migrated to these locations. Inclusion of these wells in the FAR-MAR-CO subsite monitoring program will require cooperation of the USACE, Kansas City District. No formal agreement has yet been reached between Morrison Enterprises and USACE for access to these wells.

In addition Morrison Enterprises is committed to obtaining EDB data from monitoring wells to be installed by Dravo Corporation for the Colorado Avenue subsite during their Phase IV well installation program (Figure 1). Based upon the results of initial sampling during installation, we will determine whether sampling of these wells provides any additional information not available under the proposed monitoring program, and whether it is therefore warranted to include such wells in our quarterly and/or semi-annual schedule.

Morrison Enterprises will also install three additional dedicated groundwater monitoring wells to address specific technical issues raised during our February meeting. The two most salient technical issues raised during that meeting by USEPA and NDEQ were perceived shortcomings in 1) monitoring for EDB and CT downgradient of the WEC capture zone, and monitoring for these compounds south of Highway 6, and East of Well D. We will address these concerns as follows:

- 1) COC concentrations downgradient of the WEC are currently being monitored by well CD-06. Since 2004, this well has been sampled 13 times, and has never yielded a detection of either EDB or CT above the MCL. Incorporation of NAD well CMW-4B into the monitoring program has already been proposed above to augment sampling downgradient of the WEC. Morrison Enterprises will also install one additional monitoring well in the area between the WEC and well CD-06 (Figure 1). This well will be screened in the deeper part of the aquifer (>150 ft BGS) as a complement to well CMW-4B. The exact location will be determined based upon access to property and access agreements with appropriate landowners.
- 2) Potential migration of contaminants south and east of well D under the proposed monitoring program will be addressed by wells I-46, CMW-1B, CMW-1BB, and CWM-1C, and CMW-5B. To date, these wells have shown no indication of CT or EDB migration in this direction. To enhance the monitoring program in this area, however, Morrison Enterprises will install one pair of nested monitoring wells (shallow and deep) in the area east of the CMW-1 cluster, and north of CMW-5B (Figure 1). The exact location will be determined based upon access to property and access agreements with appropriate landowners.



S.S. PAPADOPULOS & ASSOCIATES, INC.

Mr. Bill Gresham, USEPA Region VII
March 27, 2008
Page 3

Monitoring of Enhanced In-Situ Bioremediation

In Attachment 1 to the September 27, 2007 draft Consent Decree, USEPA identified specific wells for measurement of groundwater parameters associated with performance of the in-situ biodegradation portion of the remedy. As SSP&A has not completed design of that portion of the remedy, we prefer to defer development of the monitoring program until preparation of the Remedial Design Work Plan (Item # 3 on the proposed schedule in the draft consent decree). Consequently, this letter does not identify specific wells to be included in monitoring of the in-situ remedy performance.

Provisions for Removing Wells From Network

As discussed at the December 20th meeting, SSP&A believes that the frequency of monitoring in some wells may be reduced over time. As outlined in guidance such as AFCEE's Long-Term Monitoring Optimization Guide, Version 1.2 (2006), reduced sampling frequency may be appropriate for wells with long-term records of stable COC concentrations, or those that provide redundant data. Therefore, SSP&A believes that this contingency should be incorporated into the proposed monitoring schedule so that some changes may be made in the future, with EPA's approval. Similarly, with the inclusion of the CMW wells and the new Morrison and Dravo monitoring wells, we believe it will be appropriate for some irrigation wells, such as I-46 and I-50 to be removed from the monitoring network after 1 year of sampling.

A red-lined Statement of Work in Microsoft Word format is also being prepared to incorporate these changes to the monitoring plan.

If you have questions or comments on this letter, please feel free to phone or e-mail.

Sincerely,

S.S. PAPADOPULOS & ASSOCIATES, INC.

Harvey Cohen, PhD PG
Senior Geologist

CC: The Session Law Firm
Morrison Enterprises

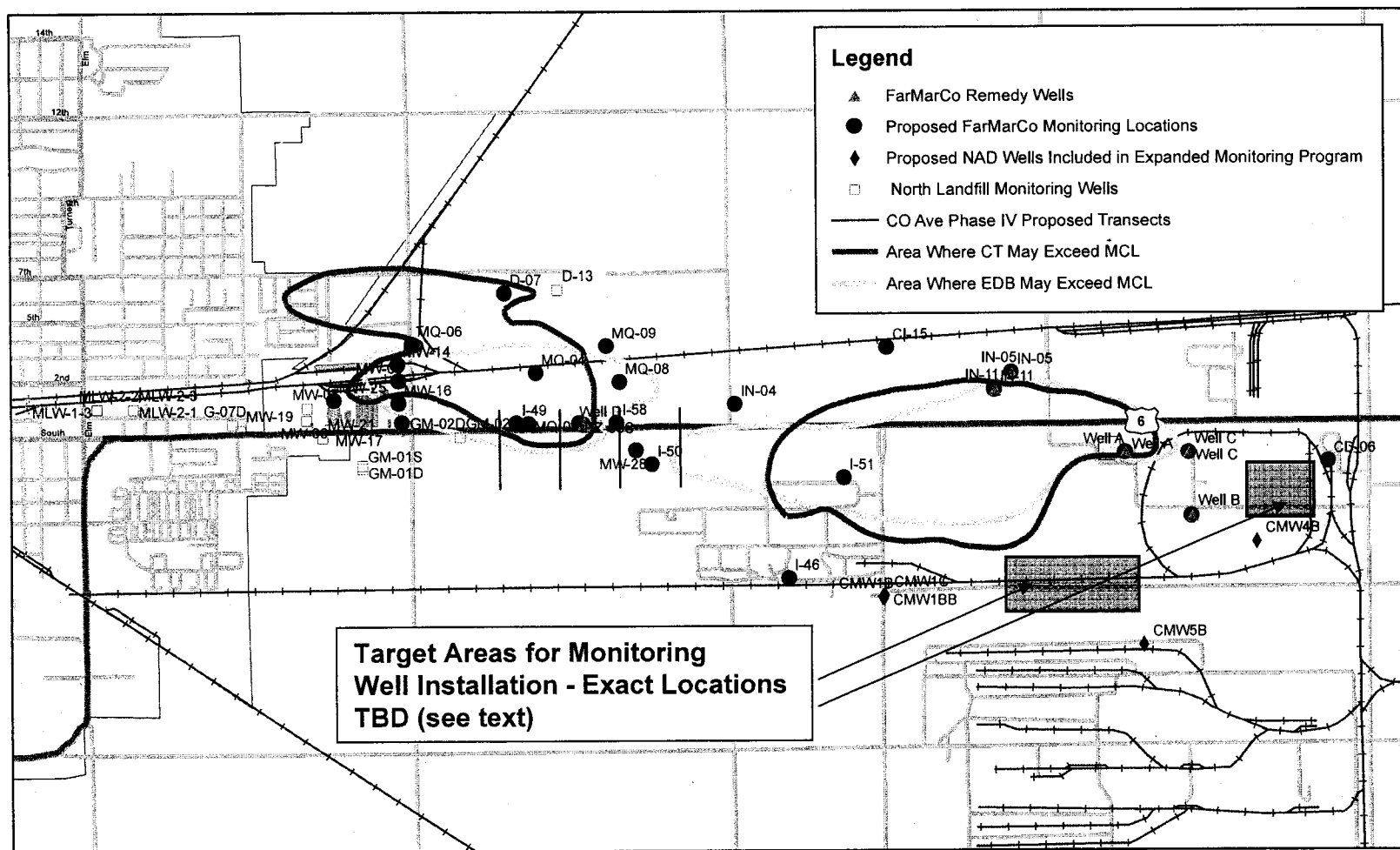
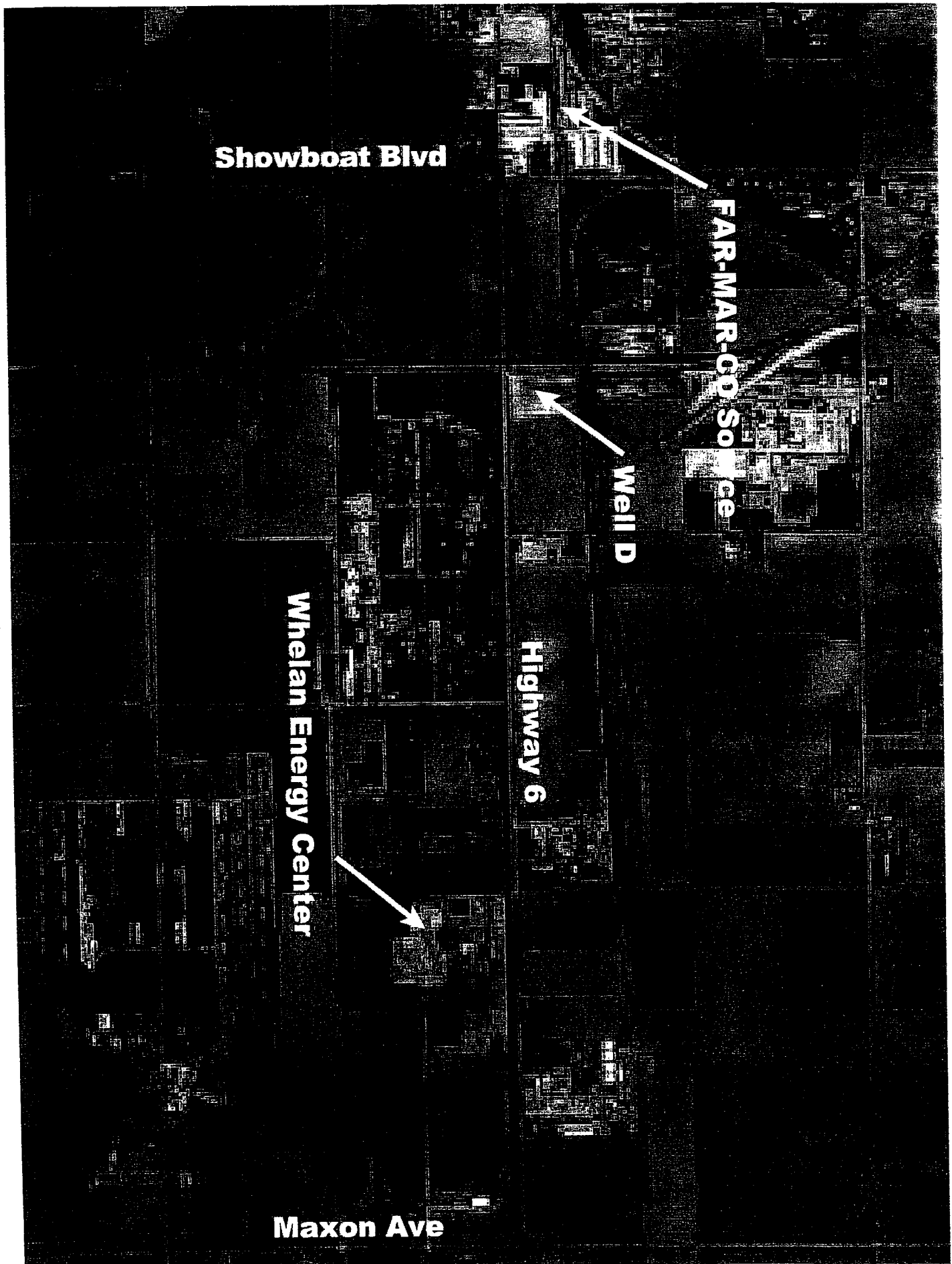


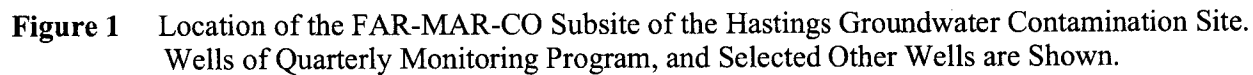
Figure 1 Proposed Monitoring Well Locations, Far-Mar-Co Subsite

APPENDIX C

Map of FAR-MAR-CO Subsite

APPENDIX C



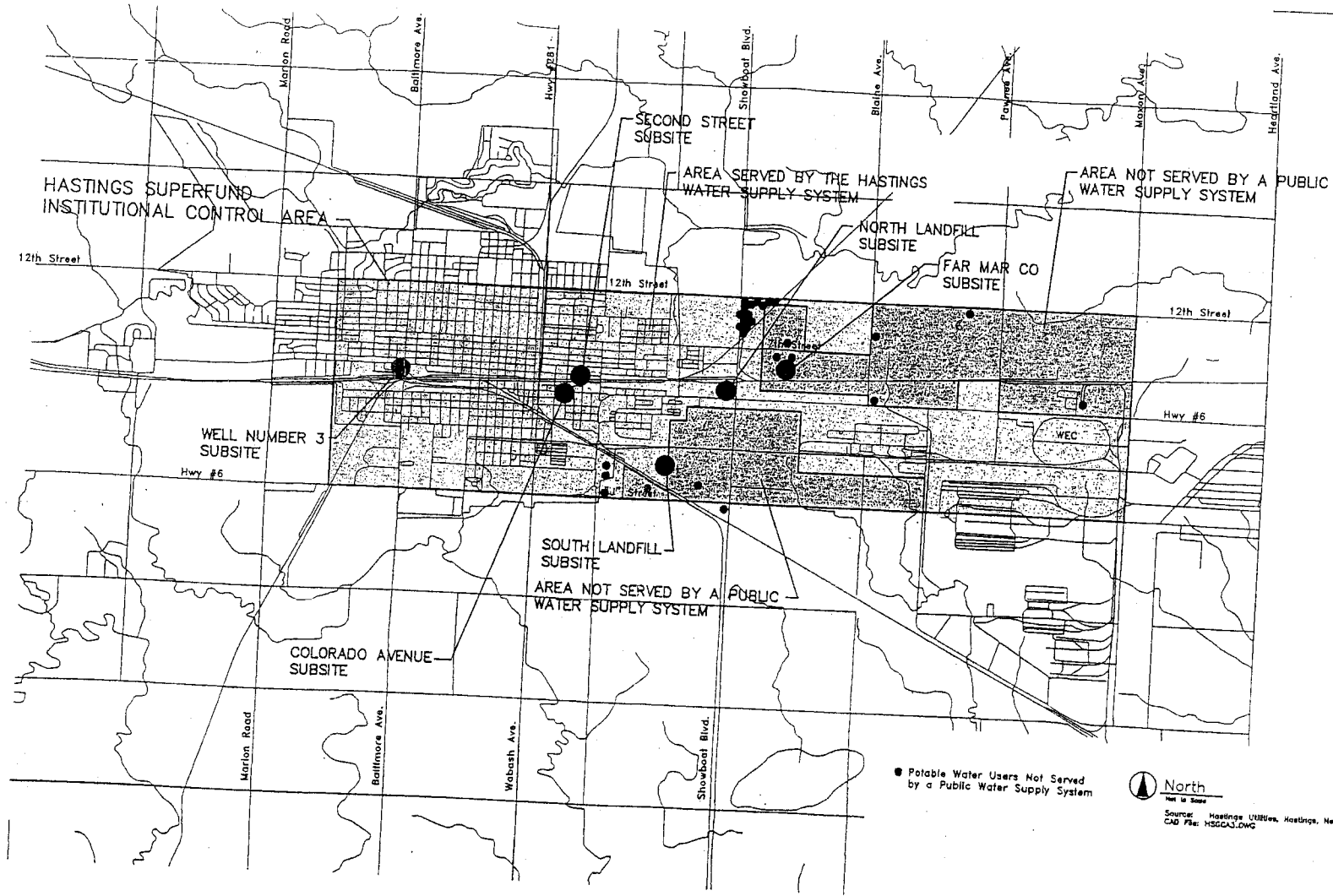


Date: 10/14/99

Project No.: C000923.0001/00002

Filename: 99C0115.DWG

Drawn By/Plot Scale: SCanner/1"=1



Source: Hastings Utilities, Hastings, Nebraska, September 25, 1997.
CAD File: HSGC03.DWG

ARCADIS GERAGHTY & MILLER



HASTINGS, NEBRASKA

DRAWN Shaner		DATE October 1, 1999		PROJECT MANAGER J. WITTELEIN	DEPARTMENT MANAGER J. WITTELEIN
SITE MAP		Hastings Ground Water Contamination Site		LEAD DESIGN PROJ. Shaner	CHECKED J. WITTELEIN
				PROJECT NUMBER C000923.0001	FIGURE NUMBER 1-12

NO.	DATE	REVISION DESCRIPTION	BY	NO.	DATE	REVISION DESCRIPTION	BY

APPENDIX D

Performance Guarantee Documents

[Letterhead of Issuing Bank]

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [_____]

ISSUANCE DATE: [_____]

MAXIMUM AMOUNT: [U.S.\$_____]

BENEFICIARY:

U.S. Environmental Protection Agency
c/o [Name of Regional Superfund Director]
Director, Superfund Division, EPA Region [____]
[Address]

APPLICANT:

[Name of Settling Defendant]
[Title if applicable]
[Address]

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. [____] in your favor, at the request and for the account of the Applicant, [Insert name of Settling Defendant], in the amount of exactly [in words] U.S. dollars (\$XX.XX) (the "Maximum Amount"). We hereby authorize you, the U.S. Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, [Insert name and address of issuing bank], an aggregate amount equal to the Maximum Amount upon presentation of:

(1) your sight draft, bearing reference to this Letter of Credit No. [____] (which may, without limitation, be presented in the form attached hereto as Exhibit A); and

(2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to [that certain Consent Decree, dated _____, 20__, by and among the United States and _____], entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)."

This letter of credit is effective as of [insert issuance date] and shall expire on [a date at least 1 year later], but such expiration date shall be automatically extended for a period of [at least 1 year] on [the date which is at least 1 year later] and on each successive expiration date, unless, at least one hundred twenty (120) days before the current expiration date, we notify both you and [enter name of Settling Defendant posting the letter of credit] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall immediately thereupon be available to you

upon presentation of your sight draft for a period of at least 120 days after the date of receipt by both you and [enter name of Settling Defendant posting the letter of credit] of such notification, as shown on signed return receipts.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,

[Name and address of issuing institution]

[Signature(s), name(s), and title(s) of official(s) of issuing institution]

[Date]

Appendix D to Consent Decree -- U.S. v. Morrison Enterprises, LLC and Cooperative Producers, Inc.

**REQUIREMENTS FOR INSURANCE POLICY AS PERFORMANCE
GUARANTEE**

The insurer is licensed to transact the business of insurance in the State of Nebraska and the insurer's operations are regulated or examined by at least one State.

The face value of the insurance policy is equal to \$1,097,158, the amount required under the Consent Decree.

The policy provides EPA with rights as a beneficiary of, or claimant under, the policy in the event of a work takeover by EPA.

The policy guarantees that in the event of a work takeover, funds in the amount up to the face value of the policy will be available for the cleanup required by the Consent Decree.

The policy provides that the insurer may not cancel or terminate the policy except in certain extreme circumstances (e.g., misrepresentation by the Settling Defendants in obtaining the policy or failure to comply with the terms of the policy).

The policy provides that if the insurer intends to cancel the policy, premiums will not be returned to the Settling Defendants unless and until EPA has certified that the Settling Defendants have provided another acceptable substitute financial mechanism.

The policy provides coverage for cleanup costs consistent with the Statement of Work and the approved Work Plans.

The policy stipulates that the Settling Defendants may not liquidate or commute the policy without prior written consent of EPA.

The policy language specifies that the policy will remain in force even if the Settling Defendants become bankrupt or insolvent.